

SkyVoiceSM Online Meeting Product Schedule

This SkyVoiceSM ShareSync Product Schedule (this “**Schedule**”) between **Segra**, as defined in the Service Order, and the entity purchasing any of the SkyVoice ShareSync Services (“**Customer**”) is effective immediately upon Customer’s initial use, order or purchase of the SkyVoice ShareSync Services and is issued pursuant to and incorporates by reference the terms and conditions of the Service Order (the “**Service Order**”) by and between Segra and Customer. The terms and conditions of this Schedule are applicable to the ShareSync service only, and “**SkyVoice Service**” as used in this Schedule refers only to the ShareSync service.

By ordering the SkyVoice Services, Customer accepts this Schedule and agrees to be bound by all of the terms and conditions of (i) the Service Order; and (ii) this Schedule.

This Schedule includes the terms and conditions governing Segra’s SkyVoice video conferencing and webinar service and certain product and management features, which may be offered at additional costs, and which Segra, in its sole discretion, may add, modify, or delete from time to time.

All capitalized terms in this Schedule shall have the same meaning as set forth in the Service Order, unless defined herein. In the event of a conflict or inconsistency between the terms of the Service Order and the terms of this Schedule, this Schedule shall supersede and govern.

Definitions. For the purposes of this Schedule, the following definitions apply:

“Access Information” means information that, alone or together with other information, can provide access to any portion of Customer’s Account, including but not limited to Customer’s Account number, login names, passwords, credit card or other financial information, security questions and their respective answers, and any other similar information. For the avoidance of doubt, Customer’s Access Information will include any similar information for each of Customer’s Users.

“Account” means the account created with Segra in connection with this Schedule that relates to Customer’s purchase or subscription to and use of SkyVoice Services by Customer and Customer’s Users.

“Data” means all data submitted by Customer’s Users to Segra in connection with the SkyVoice Services, including all content, material, IP and similar addresses, video and webinar recordings, and account information and settings.

“SkyVoice Services” means the SkyVoice video conferencing and webinar services sold by Segra as part of its Online Meeting offering.

“Third-Party Service” means any service or product offered by a party that is not Segra.

“User” means any of Customer’s employees, consultants or independent contractors to whom Customer grants permission to access the SkyVoice Services in accordance with Segra’s entitlement procedures. Users may not be "shared" or used by more than one named individual, other than the administrative account that may be used by an appropriate number of individuals required to administer the use of SkyVoice Services within Customer’s organization.

1 Service and Account.

1.1 SkyVoice Services. Segra agrees to provide, and Customer agrees to purchase, the SkyVoice Services. The SkyVoice Services include certain product and management features, which may be offered at additional costs, and which Segra may, in its sole discretion, add, modify, or delete from time to time.

1.2 Customer’s Network Security Obligations. Customer is responsible for implementing security practices that conform with industry standards and best practices applicable to Customer’s business and industry sector. Customer is responsible for all fraudulent use of Customer’s SkyVoice Services without regard to how it occurs. **CUSTOMER HEREBY INDEMNIFIES SEGRA AND ITS AFFILIATES AGAINST ANY RESPONSIBILITY FOR DAMAGES, CONSEQUENTIAL OR OTHERWISE, THAT ARISE FROM THE FAILURE BY CUSTOMER OR ANY THIRD PARTY TO PROPERLY PROTECT ANY NETWORK.**

1.3 On-Site Requirements. To the extent not provided by Segra, Customer is responsible for all aspects of Customer’s working environment and of the access connectivity (Internet connectivity and local area network) they provide with respect to any quality of

service issues to which they may contribute. Should Customer encounter material quality of service issues with Customer's Service which are not related to Customer's working environment or to the access connectivity provided by Customer, but rather are attributable to the network or software provided by Segra, then Segra will use commercially reasonable efforts to remedy those issues. Should reported quality of service issues be determined to be a result of Customer's provided access connectivity or of Customer's working environment, then Segra will use commercially reasonable efforts to provide appropriate information to support that diagnosis and may provide recommendations as to its repair; however, Customer will remain responsible for its repair and will be held to the contracted commitments as executed.

1.4 **High-Risk Use.** Customer understands that the SkyVoice Services (a) are not designed or intended for use during high-risk activities, and (b) do not allow and should not be used for calls to emergency services numbers (e.g., 911 in the United States). THE SKYVOICE SERVICES ARE NOT INTENDED OR DESIGNED TO BE A DIAL-TONE SERVICE. IN THE EVENT OF AN EMERGENCY WHILE USING THE SKYVOICE SERVICES, HANG UP AND DIAL CUSTOMER'S LOCAL EMERGENCY NUMBER. CUSTOMER MUST UTILIZE CUSTOMER'S VOICE SERVICE (WHETHER PROVIDED BY A TRADITIONAL TELEPHONE SERVICE PROVIDER, A CLOUD PBX PROVIDER, OR OTHER PROVIDER) TO MAKE AN EMERGENCY CALL.

2 Taxes.

2.1 **Taxes.** Unless Applicable Law or changes in Applicable Law require otherwise, applicable taxes, governmental fees, surcharges and assessments for the SkyVoice Services shall be applied based upon the jurisdiction in which Customer primarily uses the SkyVoice Services ("**Place of Primary Use**"), and Customer and Segra agrees that the primary business street address Customer designates on Customer's Account for purposes of this Schedule shall also be Customer's Place of Primary Use for determining applicable taxes for all charges on Customer's Segra Account.

3 Use of the Services.

3.1 **Business Use.** Customer will use the SkyVoice Services for Customer's own internal business, non-personal use. Customer will not allow any third party, including Customer's vendors and service providers, to access or use the SkyVoice Services, except as participants in Customer's business meetings. For the avoidance of doubt, Customer agrees that Customer will not use the SkyVoice Services for residential purposes.

3.2 **Restricted Activities.** Customer will not use the SkyVoice Services: (a) to harvest, collect, gather or assemble information or data regarding other users, including telephone numbers or e-mail addresses, without their consent; (b) for communications that are unlawful, harassing, libelous, abusive, harassing, tortious, defamatory, threatening, harmful, invasive of privacy, vulgar, pornographic, obscene or otherwise objectionable in any way or that are harmful to minors in any way under the law or otherwise; (c) to transmit or knowingly to accept any material or communications that may infringe the intellectual property rights or other rights of third parties, including, but not limited to, trademark, copyright, patent or right of publicity; (d) to transmit or knowingly to accept any material or communication that contains software viruses or other harmful or deleterious computer codes, files or programs such as, but not limited to, Trojan horses, worms, time bombs or cancelbots; (e) to interfere with, disrupt, attempt to interfere with or disrupt computer servers or networks connected to the SkyVoice Services or violate the regulations, policies or procedures of such networks; (f) to attempt to gain unauthorized access to or to gain access to the SkyVoice Services, other accounts, computer systems or networks connected to the SkyVoice Services, through password mining or any other means; (g) to harass or to interfere with another user's use and enjoyment of the SkyVoice Services; (h) unlawfully record conversations in violation of applicable law; or (i) in a manner deemed by Segra to be inappropriate. Customer may not access the SkyVoice Services for purposes of monitoring their performance, availability, or functionality, or for any other benchmarking or competitive purposes, without Segra's prior written consent. Customer may not access the SkyVoice Services if Customer are a direct competitor of Segra, without Segra's prior written consent pursuant to a separate written agreement.

3.3 **Recording Features.** Notwithstanding any other applicable provisions or prohibitions of use set forth in this Schedule or the Service Order, Customer agrees and acknowledges that the laws regarding the notice, notification, and consent requirements applicable to the recording of conversations, meetings or webinars vary between national/federal and provincial/state jurisdictions, and between provincial/state jurisdictions, and locally. Customer agrees that Customer is solely responsible for complying with all laws in any relevant jurisdiction when using the Online Meeting recording features. If Customer uses the recording features from outside the United States, or if a party to the conversation, meeting or webinar is located outside the United States, Customer must also abide by all applicable international laws, rules and regulations. Segra and its affiliates expressly disclaim all liability with respect to Customer's recording of conversations, meetings and/or webinars. Customer hereby releases and agrees to hold harmless Segra and its affiliates from and against any damages or liabilities of any kind related to the recording of any conversations, meetings and/or webinars using the SkyVoice Services. Customer should carefully review Customer's particular circumstances when deciding whether to use the recording features of the SkyVoice Service, and it is Customer's responsibility to determine if, and under what conditions, the electronic recordings are legal under applicable federal, state or local laws. Segra and its affiliates are not responsible for any misinterpretation, lack of understanding or lack of knowledge regarding the use of electronic recordings or the use of its products by

any User, whether legal or illegal. Segra reserves the right to disconnect or modify Customer's service plan if Segra determines, in its sole and absolute discretion, that Customer's usage of this feature violates any Applicable Law or is inconsistent with, or in excess of, normal usage patterns of other users of the SkyVoice Services.

In some jurisdictions, Customer is required to obtain consent from all parties to record a conversation or meeting. As a result, Customer may need to inform Customer's employees and third parties who use the SkyVoice Services that their conversations and/or meetings are being recorded. Customer is responsible for obtaining any and all legally-required consents when Customer record a conversation, meeting or webinar. Customer should consult with an attorney prior to recording any conversation, meeting or webinar. The information above does not constitute legal advice.

4 Customer Data and Privacy.

4.1 Data. Segra does not own any of Customer's Data unless otherwise stated by Segra. However, Segra will have access to and may store Data regarding Customer and Customer's use of the SkyVoice Services, including without limitation Customer's subscriber information; call, meeting and webinar records; attendance records; notes; and files. Except as set forth herein, in the Service Order or in Segra's Privacy Policy or as otherwise required by Applicable Law, Segra will not monitor, edit, or disclose any information regarding Customer or Customer's Account, including any Data, without Customer's prior permission. Segra may use or disclose such information, including Data, to enforce this Schedule, to provide, support and bill for SkyVoice Services (including disclosure to an Agent and other third-party vendors and contractors), to respond to or monitor technical issues with the SkyVoice Services, for compliance purposes with Segra's vendors, to protect Segra's rights or property, and to protect against potentially fraudulent, abusive or unlawful use of the SkyVoice Services. In addition, Segra may provide certain user registration and statistical information such as usage data in aggregate form to third parties, but such information will not include any identifying information. Customer, not Segra, will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Data and, except as provided for herein, Segra will not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Data. Customer understands and agrees that it will be Customer's sole obligation to take, and that Customer will take, all measures necessary to protect Customer's Data, including, without limitation, the timely backup of all Data on one or more systems that operate independently from any system associated with the SkyVoice Services. Under no circumstances will Segra be liable in any way for any Data or other content viewed while using the SkyVoice Services, including, but not limited to, any errors or omissions in any such Data or content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any Data or content.

4.2 CPNI. In providing the SkyVoice Services, Segra collects and maintains certain Data, known as customer proprietary network information ("**CPNI**"). This includes information that relates to the quantity, technical configuration, type, destination, location and amount of use of SkyVoice Services to which Customer subscribes. Customer's telephone numbers, name and address are not CPNI. Segra may use CPNI without Customer's consent to provide the SkyVoice Services, for billing and collection purposes, to protect Segra's rights or property or to protect users from fraudulent, abusive or unlawful use of the SkyVoice Services, or as required or permitted by law. Segra may also use CPNI to offer additional services of the type that Customer already purchased.

4.3 Following Termination. Upon termination, Customer must promptly uninstall all software provided by Segra in connection with the SkyVoice Services. **All of Customer's Data may be irrevocably deleted immediately upon termination. It will be solely Customer's responsibility to secure all necessary Data from Customer's Account prior to termination. Segra will not be responsible for any loss of Customer's Data, or any damages arising from the deletion of Customer's Data following termination of service.**